

TSI BULLETIN:

TRANSFORMER SERVICE, INC. PCB HANDLING

PCB DISPOSAL
TERMS AND CONDITIONS
BULLETIN # 401

This bulletin is designed to be attached to our disposal quotations and describes several important items that must be understood between TSI and its customers. Unless an exception is made in our quotation or Purchase Order Acknowledgement, the terms of this bulletin will be considered the basis for the completion of the quoted services.

GENERATORS' RESPONSIBILITY

State and Federal rules governing hazardous waste uniformly place responsibility on the generator to perform the following:

1. Properly identify all wastes.
2. Properly document all waste shipments (manifest).
3. Properly package, or arrange for proper packaging of wastes.
4. Proper labeling, or arrange for proper labeling of wastes.
This includes various generator state requirements in ADDITION to normal PCB, ORM-E and orientation labels.
5. Mark containers with the DATE this material became a waste.

TSI can assist with all the above, however, responsibility still rests with the generator.

CONTINGENT LIABILITY

TSI will take "TITLE" to PCB wastes when placed in TSI's custody and assume liability for the material to the extent allowed by law when the customer has properly identified the wastes and performed the generator responsibilities.

When dealing with TSI, the customer is protected by our experience, supervision, facilities and our high limit insurance coverages.

ONE YEAR RULE

Present rules require that PCB waste be properly destroyed as appropriate within one year from its removal from service, or its designation as "waste". PCB capacitors and transformers that fail become waste the day they fail. PCB spills become waste the day they occur.

It is the responsibility of the generator to keep accurate records on this timing. All PCB waste must be identified with the date it was generated.

It is important to move this material soon enough to allow it to be destroyed within the time requirements. Also, the generator should inform TSI of the time remaining in the one year period so that we can set priorities as necessary.

In order to make PCB waste disposal economical, TSI collects less than truckload quantities from many sources and combines this material into truckload quantities for disposal. Since it is sometimes necessary to hold some material for several weeks awaiting the next shipment to a disposal facility, TSI suggests you consign waste to us with at least 180 days remaining in the one year period. The EPA requires a minimum of 90 days remaining in the one year period at the time the material is turned over to an end disposer. This allows ample time for destruction. TSI is a broker of disposal services and a storage facility only. We are NOT an end disposer!

TSI promises to make a reasonable effort to have PCB waste products in the hands of the end disposer(s) within 90 days of receipt of the material by TSI.

TSI has no control over the whims of mother nature or mechanical breakdowns at the end disposer to which we send PCB waste. Past experience has shown that material is seldom delayed once an end disposer agrees to accept shipment. TSI cannot make any guarantees beyond its handling of these materials.

PCB HANDLING

TSI transports, handles, stores and arranges for disposal of ALL PCB waste based on current Federal EPA, Federal DOT and State Rules governing PCBs in effect at the time services are provided.

A list of current permits and authorizations is available on request.

RIGGING

Provisions must be made by the customer to load PCB waste products onto vans, flatbed trailers, or tankers as appropriate. TSI can make such arrangements in special cases and ONLY by formal request. Such arrangements are included in our quotation and ONLY when specifically stated.

METHODS OF DISPOSAL

PCB and PCB Contaminated Liquids:

All liquid with a PCB residual of 50 PPM or more is shipped from TSI's facility by bulk tanker for incineration in a licensed high temperature incinerator for PCBs or are detoxified by a licensed and permitted procedure.

PCB Solids:

All material and containers received by TSI for disposal as PCB waste or last exposed to PCB liquids with a concentration of 500 PPM or more, are transported and buried in a secure chemical waste landfill licensed for PCBs or are detoxified by a licensed and permitted procedure.

Containers and transformers last exposed to liquid with PCB residuals between 50 and 500 PPM PCB are drained of liquid and scrapped as allowed by existing rules.

DISPOSAL SITES

TSI uses only fully approved and licensed sites for PCB waste disposal. The selection of sites is controlled by market conditions. If you have a specific site you prefer, so state. We can likely accommodate your request.

PERMITS

TSI maintains permits for the transportation of PCB wastes in many states. A listing is available on request.

INSURANCE

TSI maintains high limit Environmental Impairment Liability Insurance, as well as, high limit Bodily Injury and Property Damage Insurance and Statutory Workmens Compensation.

Certificates are available on request.

STATE RULES

A generator of hazardous waste is responsible for having Federal EPA and State identification numbers as applicable, plus correct and complete shipping papers PRIOR to the acceptance of waste by a licensed waste hauler such as TSI. Many states also place strict controls on PCBs as a hazardous waste. Before you schedule the shipment of your PCB material, you should check with your State Hazardous Waste Office for correct procedures as a generator of hazardous waste. TSI cannot relieve you of your generator responsibilities.

The generator must use the correct manifest for the shipment. TSI prefers to have the generator use a manifest as the shipping paper even in states where it may not be required for PCBs. In most cases we can ADVISE you of procedures and we can supply the appropriate manifest form for you to complete. Please contact us if you have any questions.

PRICES

The prices quoted are valid for 30 days. Orders received that cannot be scheduled for over 30 days due to customer requirements, will be subject to adjustment based on disposition cost adjustments to TSI. Orders delayed beyond 30 days by TSI's scheduling will be charged at the price quoted.

TAXES

The price quoted is for the service and/or materials as stated, which may be subject to sales and use taxes in some jurisdictions outside of New Hampshire. Such taxes are NOT included in our price.

(Continued On Back Of Page)

PAYMENT TERMS

TSI's normal payment terms are Net 30 days from the date of the invoice. An invoice will be sent for the full amount of the job once TSI takes possession of the materials for disposal. A service charge of 1 1/2% per month, which is an annual percentage rate of 18%, will be added to amounts not paid within 30 days of the invoice date.